

LAW OFFICES OF

LOS ANGELES

E ADDRESS "EVANS"
TELEX 34743

WRITER'S DIRECT DIAL NUMBER

225 BUSH STREET

SAN FRANCISCO, CALIFORNIA 94120

TELEPHONE (415) 983-1000

WASHINGTON, D.C.

SAN JOSE

11/23/2010 10:00 AM

1438

General Electric Credit
Corporation/Itel Rail Car
Leases

4-104A030

The Interstate Commerce Commission

Attn: Ms. Mildred Lee

Dear Ms. Lee:

'APR 13 1984

Notes

20.00

ICC Washington, D. C.

U.S. DEPARTMENT OF THE ARMY
HEADQUARTERS

Enclosed for recordation are an original and two copies of an Assignment and Assumption of Lease, along with a check made payable to the Interstate Commerce Commission in the amount of \$20.00. The Lease of railroad equipment which is being assigned pursuant to the enclosed Assignment is dated as of May 1, 1979, and is between Connecticut Bank & Trust Company (acting not in its individual capacity but solely as trustee under a Trust Agreement dated as of May 1, 1979 with General Electric Credit Corporation) and Itel Corporation. The Lease was recorded with the Interstate Commerce Commission on June 7, 1979 at 3:25 P.M. and was given recordation No. 10461. Under the enclosed Assignment and Assumption of Lease, Itel Corporation assigns to Itel Rail Corporation all of its right, title and interest under the Lease, and Itel Rail Corporation assumes performance thereunder.

Please call me at (415) 983-1735 if you have any questions regarding the above. Please return one file-stamped copy indicating the recordation information in the enclosed, stamped, self-addressed envelope.

Thank you.

Very truly yours,

A handwritten signature in cursive script, reading "Andrea Wirum", followed by a long horizontal flourish line.

Andrea A. Wirum

Enc.

cc: Richard Jackson, Esq. (w/o enc.)

ASSIGNMENT AND ASSUMPTION OF LEASE

RECORDATION NO. 10461-17
APR 13 1984 - 9 55 AM
INTERSTATE COMMERCE COMMISSION

THIS ASSIGNMENT and ASSUMPTION OF LEASE ("Assignment") is entered into as of this 18th day of March, 1983, between THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation (acting not in its individual capacity but solely as Trustee under a Trust Agreement dated as of May 1, 1979, with General Electric Credit Corporation) (the "Lessor"), ITEL CORPORATION, a Delaware corporation ("Itel"), and ITEL RAIL CORPORATION, a Delaware corporation (the "Assignee").

W I T N E S S E T H:

1. Assignment and Assumption of the Lease.

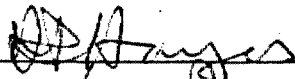
Pursuant to the Stipulation re Compromise of Controversy dated and filed in the United States Bankruptcy Court for the Northern District of California on March 18, 1983, ("Stipulation") and effective upon satisfaction of the conditions specified in clauses (a), (b), (c) and (d) of paragraph 1 thereof (as such effectiveness is confirmed in writing by General Electric Credit Corporation and Itel): Itel hereby assigns to Assignee all of its right, title and interest in and to the Lease of Railroad Equipment dated as of May 1, 1979, between Itel and Lessor filed and recorded with the Interstate Commerce Commission on June 7, 1979, at 3:25 p.m. and given recordation number 10461 (the "Lease"); Lessor hereby consents to the foregoing assignment and, pursuant to subdivision k of Section 365 of the Bankruptcy Code, releases Itel for any breach of the Lease occurring after such assignment; and Assignee hereby assumes the due and punctual performance and observance of all the terms, covenants and agreements of, and the due and punctual payment of all amounts payable under, the Lease in like manner as if named therein in the place and stead of Itel.

2. Representations and Warranties of Itel and the Assignee.

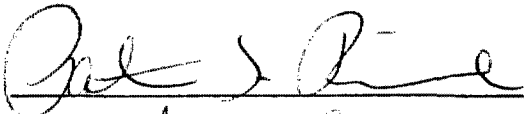
Itel and Assignee jointly and severally represent and warrant that:

(a) They have full power, authority and legal right to execute and deliver this Assignment and to perform and observe the terms and conditions hereof.

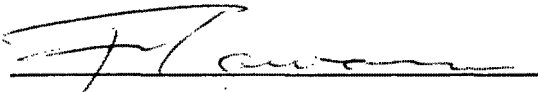
ITEL RAIL CORPORATION

By 
Its Vice President

Attest:


Title Asst. Secy

THE CONNECTICUT BANK AND
TRUST COMPANY, N.A.

By 
Its Vice Pres

Attest:


Title ASSISTANT VICE PRESIDENT

(b) The execution and delivery by them of this Assignment, the consummation of the transactions contemplated herein and the fulfillment of the terms hereof and thereof will not result in any violation of either of their corporate charters or by-laws or in any breach of any applicable law, or any regulation, order, injunction or decree of any court or governmental instrumentality or of any of the terms, conditions or provisions of, or constitute a default under, or with notice or lapse of time, or both, constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any of its property or assets pursuant to, any indenture, agreement or other instrument to which either is a party or by which either may be bound.

(c) No authorization or approval of any governmental agency or commission or public or quasi-public body or authority of the United States of America, any state thereof or the District of Columbia, or of any department or subdivision of any thereof, is necessary for the due execution and delivery by them of this Assignment or for the validity of this Assignment or for the validity or enforceability of the Lease as against Assignee.

3. Representations and Warranties of the Lessor.

Lessor represents and warrants that it has full power and legal right to carry on its business as now conducted, and is duly authorized and empowered to execute and deliver this Assignment and to perform and observe the terms and conditions hereof and thereof as herein contemplated.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed in their respective names, by officers thereunto duly authorized attested as of the date first hereinabove written.

ITEL CORPORATION

By

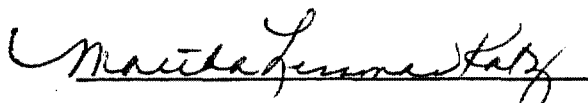


Its

Senior Vice President--

Finance & Administration and
Chief Financial Officer

Attest:


Title Asst. Secretary

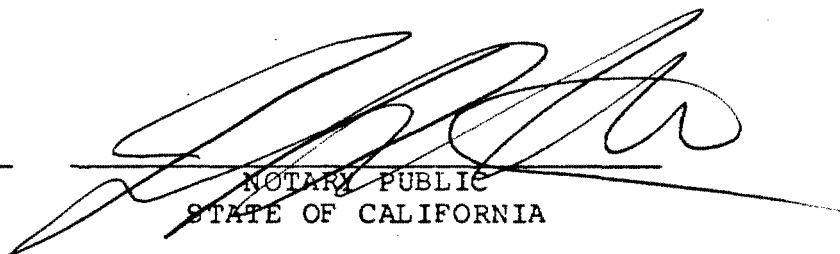
STATE OF CALIFORNIA)
) ss:
County of San Francisco)

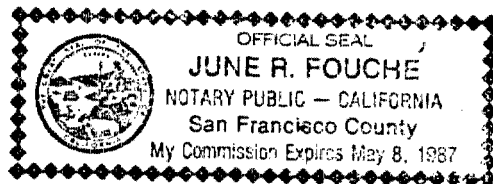
On this 16 day of September, in the year 1983,
before the undersigned, a Notary Public in and for the State
of California, personally appeared Desmond Hayes and
Patricia Pineda, known to me (or proved to me on the
basis of satisfactory evidence) to be Vice President and Assistant
of ITEL Rail Corporation, and known to me (or proved to me Secretaries
on the basis of satisfactory evidence) to be the person who respectively
executed the within instrument on behalf of said corporation
and acknowledged to me that such corporation executed the
same.

WITNESS my hand and official seal.

My Commission Expires:

May 8, 1987


NOTARY PUBLIC
STATE OF CALIFORNIA



STATE OF CALIFORNIA)

County of San Francisco)

ss:

On this 16 day of September, in the year 1983,
before the undersigned, a Notary Public in and for the State
of California, personally appeared Desmond Hayes
Patricia Pineda, known to me (or proved to me on the
basis of satisfactory evidence) to be _____
of Green Bay and Western Railroad Company and known to me
(or proved to me on the basis of satisfactory evidence) to
be the person who executed the within instrument on behalf
of said corporation and acknowledged to me that such cor-
poration executed the same.

WITNESS my hand and official seal.

My Commission Expires:

NOTARY PUBLIC
STATE OF CALIFORNIA


STATE OF CONNECTICUT)
) ss:
County of Hartford)

On this 30th day of March, in the year 1984,
before the undersigned, a Notary Public in and for the State
of Connecticut, personally appeared F.W. Kawana,
known to me (or proved to me on the
basis of satisfactory evidence) to be Vice President
of The Connecticut Bank and Trust Company, ~~a~~ Connecticut
banking association, and known to me (or proved to me on the
basis of satisfactory evidence) to be the person who executed
the within instrument on behalf of said banking association
and acknowledged to me that such banking association executed
the same.

WITNESS my hand and official seal.

My Commission Expires:

PATTY A. LYNCH
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1987



NOTARY PUBLIC
STATE OF CONNECTICUT

Interstate Commerce Commission

Washington, D.C. 20423

4/13/84

OFFICE OF THE SECRETARY

Andrea A. Wirum

Pillsbury, Madison & Sutro

225 Bush St.

P.O.Box 7880

San Francisco, Calif. 94120

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C.

11303, on 4/13/84 at 9:35am and assigned re-
recording number(s).

10461-D

Sincerely yours,



JAMES H. BAYNE

Secretary

Enclosure(s)

SE-30
(7/79)